

August 18, 2006

To: Light Duty Automotive Vehicle Dealers

Dear Sir or Madam:

The Missouri Department of Transportation (MoDOT) is in the process of soliciting competitive bids for 2007 or newer light duty vehicles. Bids should be mailed to General Services-Fleet, P.O. Box 270, 1320 Creek Trail Drive, Jefferson City, MO 65102 and will be opened on September 8, 2006 at 2:00 p.m. Please note the enclosed Terms and Conditions that contain all "boiler plate" information and special notes.

If you have any questions about this bid, please feel free to contact me at 573-526-7932, or by email at jerry.dunn@modot.mo.gov.

Thank you.

Jerry Dunn General Services Specialist



## PRICING SHEETS

Missouri Department of Transportation General Services Division Jefferson City, Missouri

The purpose of this document is to solicit competitive sealed bids from bidders for the purchase of 2007 and newer Light Duty Vehicles for the ten district offices (see page 34) in accordance with the requirements stated herein.

Bid prices should be firm for purchase for the duration of the latest production model year. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.

Submit descriptive literature and specifications showing exact equipment you propose to furnish. Bid price should include the cost of two (2) Operator's Manuals, two (2) Parts Books, and two (2) Technical Service Manuals.

Warranty information beyond the Missouri Department of Transportation's requirement must be submitted with your bid.

NET DELIVERED FIRM PRICE is construed to be delivered complete and ready for use to the delivery destination.

This is a <u>Multiple Award bid</u> and there will be <u>no</u> 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of light duty vehicles. This bid will <u>not</u> be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.



New standard equipped <u>2007 or Newer Model Light-Duty Automotive Vehicles</u>, complete and meeting the attached Missouri Department of Transportation Specifications and options. The Missouri Department of Transportation desires to establish prices for the purchase of 2007 or newer Light-Duty Automotive Vehicles for delivery to our ten District offices (see page 34). Some orders may include various options listed under each item number.

Questions concerning specifications should be directed to Jerry Dunn at (573-526-7932).

## 1. BID INSTRUCTIONS

- 1.1 Each dealer should take great care in matching the Item #, the correct specification and options for that Item # as no allowances will be made after the bids are opened.
- 1.2 Bid prices should be firm for the duration of current model year. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.
- 1.3 Indicate the additional cost or deduction for the options listed under each Item # which should include all required options and special equipment.
- 1.4 The Missouri Department of Transportation will purchase a limited number of Vehicles with some of the listed options.
- 1.5 All of the vehicles ordered with any of the listed options must meet the attached specifications with the exception of the options specified on the purchase orders.
- 1.6 You should bid on all of the optional equipment listed under each item.
- 1.7 All Blank lines must be completed. Please use the following terms: No Bid="NB"
- 1.8 Not Available="NA". If option is included in base bid mark blank line "INCLUDE".

## 2. WARRANTY

- 2.1 Standard Factory warranty shall apply to all vehicles.
- 2.2 Warranty Information beyond the Missouri Department of Transportation requirements must be submitted with your bid.
- 2.3 The warranty shall commence upon delivery and acceptance of the completed vehicle to the requesting district.
- 2.4 The warranty shall not become effective until the unit is placed in service.

## 3. BID EVALUATION CRITERIA

- 3.1 This is a <u>Multiple Award bid</u> and there will be <u>no 'one' bidder</u> awarded each item within this bid.
- 3.2 Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions.
- 3.3 Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of light duty vehicles.
- 3.4 This bid will <u>not</u> be awarded solely based on low price per delivery destination.



Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district.

## 4. ADVERTISEMENTS

4.1 There are to be no dealer advertisements on units delivered to the Missouri Department of Transportation.

## 5. PAINT

5.1 All vehicles will be ordered in manufacturer white except those for which the "Highway Yellow" option is selected.

## 6. ATTACHMENTS

- 6.1 For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING PRODUCTS" must be on file in this office and must be dated in the current model year.
- 6.2 The attachment "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT"

  Certificates of compliance must be completed and submitted with your bid for it to be considered responsive.

## 7. DELIVERY

- 7.1 Delivery must be made between the hours of 8:00 AM and 3:00 PM Local Time, Monday through Friday except holidays.
- 7.2 In the event the vendor fails to deliver the vehicle by the stated ARO time the The Missouri Department of Transportation reserves the right to secure a similar vehicle from a source of their choice and to charge the original vendor any additional cost incurred for the substitution. The Missouri Department of Transportation reserves the right to exercise this clause on a case-by-case basis and to consider the degree of contractor responsibility in the delay.



<b>ACCEPTAB</b>	LE MAKES AND		wer Model Mid Size	e 4 X 4 Extended Cab.
Dodge Dako	ta Club Cab			
1. Sta 2. Aa 3. Aii 4. LH 5. Tir 6. Ru 7. Mi 8. Be 9. Ca 10. Au 11.Bra 12.Sp	andard 4.7 Liter utomatic transmir conditioning I & RH manual trees: Four (4) marubber floor mats nimum 4,850 GVed: 5 Feet ab: Clubuto Locking Hubsakes, 4 wheel and eed control and	ssion  ailer-type mirrors  nufactures standard  /WR  ti-lock braking syst	ne engine (Size	Horsepower)
2007	(MAKE)	(MODEL)	GVWR	EACH \$
NET DELIVE	(MAKE) ERED PRICE for tinations (see pa	One (1) new unit a	GVWR as described in Item	EACH \$1 delivered to any of the listed
	9	OPTIONAL EQUIP	MENT PRICES, Ite	<u>m # 1</u>
		or deduction for and special equi	-	otions. Price should
Option 1A.	Manual Transr \$(		Automatic Transm	ission.
Option 1B.	oil, and transn	nission cooling, C wiring harness fo	lass III frame hitch	ide heavy duty charging, engine / receiver and 4 pin wiring
Option 1C.		to be Federal Star EACH)	ndard #595B "High	way Yellow" #13432



# **OPTIONAL EQUIPMENT PRICES, Item # 1 continued**

% discount	t off MSRP for all Data Book	or Pricing Guid	le Options: - % Discount _	
your compa	mit a complete parts list with any would be willing to provers Suggested Retail Prices (Mes.	<b>ide.</b> Please indi	cate below the percent (%)	discount off
Option 1F	Power Windows and Door \$ (EACH)	Locks		
Option 1E.	2 Factory cab steps. (one of \$ (EACH)	on Drivers Side,	, one on Passenger side.)	
Option 1D.	\$ (EACH) S	•	. ,	



# <u>ITEM # 2</u> - New standard equipped <u>2007 or Newer ½ Ton 4 X 2 Regular Cab Pickup Truck ACCEPTABLE MAKES AND MODELS:</u>

Standard Ford F-150

Standard Chevrolet 1500 Silverado/GMC Sierra

Standard Dodge Ram 1500

## All units bid must contain the following options:

- 1. Standard, minimum 3.7 Liter 6 cylinder minimum gas engine
- 2. Automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Tires: Four (4) manufactures standard all season, plus full size spare and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR 6,000 lb
- 8. 6' 3" 6 1/2' Bed
- 9. Brakes, 4-wheel anti-lock braking system (ABS)
- 10. Speed control and tilt wheel

**DEALER COMPLETE IN DETAIL: I am bidding** 

2007	(MAKE)	(MODEL)	GVWR	EACH \$
NET DELIVE	(MAKE) ERED PRICE for C inations (see pag		GVWR cribed in Item 2 deliv	rered to any of the listed
	additional cost	PTIONAL EQUIPMEN or deduction for the b and special equipmer	elow listed options.	. Price should
Option 2A.	Manual transmi \$(E		atic transmission w	vith 6 cylinder engine.
Option 2B.	oil, and transmi	ssion cooling, Class I riring harness for 7 pi	III frame hitch / rece	avy duty charging, engine iver and 4 pin wiring
Option 2C.	Exterior color to \$(E	o be Federal Standard ACH)	#595B "Highway Y	ellow" #13432.



# OPTIONAL EQUIPMENT PRICES, Item # 2 continued

Delivery wil	l he made annroxi	mately		davs afte	er receint of order
% discount	off MSRP for all D	ata Book or Pric	ing Guide	Options: - % Disc	ount
your compa		g to provide. Pl	lease indica	te below the perce	
Option 2G	8' Bed in lieu of 6 \$ (EA				
Option 2F.	Power Windows a \$ (EA				
Option 2E.	2 Factory cab ste \$(EA	• `	vers Side, o	ne on Passenger	side.)
Option 2D.	\$(EA	•	•		



# <u>ITEM # 3</u> - New standard equipped <u>2007 or Newer 1/2 Ton 4 X 4, Regular Cab Pickup Truck ACCEPTABLE MAKES AND MODELS:</u>

Standard Ford F-150

Standard Chevrolet Silverado1500/GMC Sierra

Standard Dodge Ram 1500

## All units bid must contain the following options:

- 1. Standard minimum V8 4.6 Liter, 8 cylinder minimum gas engine
- 2. Automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Tires: Four (4) manufactures standard all season, plus full size spare and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR 6000 lbs minimum
- 8. Auto Locking Hubs
- 9. Brakes 4-wheel anti-lock braking system (ABS)
- 10. Speed control and tilt wheel
- 11. Bed 6' 3"- 6 1/2'

## **DEALER COMPLETE IN DETAIL: I am bidding**

2007	(MAKE)	(MODEL) _	G	VWR	EACH \$
<b>NET DELIVE</b>	(MAKE) ERED PRICE for tinations (see pa	r One (1) new	<b>G</b> unit as descri	bed in Item 3 deliv	EACH \$ered to any of the listed
		OPTIONAL E	QUIPMENT F	PRICES, Item # 3	
Option 3A.	Manual trans			tic transmission.	
Option 3B.	_	nission cooling wiring harnes	ng, Class III f		avy duty charging, engine iver and 4 pin wiring
Option 3C.	Exterior color		l Standard #	595B "Highway Yo	ellow" #13432.
Option 3D.	Alternate gas			rsepower). HORSEPOW	/ER



## **OPTIONAL EQUIPMENT PRICES, Item #3 - Continued**

Delivery wil	I he made annrovimately	days after receipt of order		
% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount				
your compa	mit a complete parts list with detailed priciny would be willing to provide. Please industry suggested Retail Prices (MSRP) for all veles.	licate below the percent (%) discount off		
Option 3G	8' Bed in lieu of the 6' Bed \$ (EACH)			
Option 3F.	Power Window and Door locks \$ (EACH)			
Option 3E.	\$ (EACH)	e, one on Passenger side)		



# <u>ITEM # 4</u> - New standard equipped <u>2007 or Newer ½ Ton 4 X 2 Extended Cab Pickup Truck.</u> ACCEPTABLE MAKES AND MODELS:

Standard Ford F150

Standard Chevrolet Silverado1500/GMC Sierra

Standard Dodge Ram 1500

## All units bid must contain the following options:

- 1. Standard minimum gas 4.6 engine 8 cylinder
- 2. Automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors

**DEALER COMPLETE IN DETAIL: I am bidding** 

- 5. Tires: Four (4) manufactures standard all season, plus full size spare and wheel
- 6. Rubber floor mats
- 7. Minimum 6,000 GVWR
- 8. 6'3" 6 1/2 ' pickup bed
- 9 Brakes 4-wheel anti-lock braking system (ABS)

(EACH)

10. Speed control and tilt

2007	(MAKE)	_ (MODEL)	GVWR	EACH \$	
2008	(MAKE)	_ (MODEL)	GVWR	EACH \$	
	NET DELIVERED PRICE for One (1) new unit as described in Item 4 delivered to any of the listed delivery destinations (see page 34).				
		or deduction for the band special equipmen	-	. Prices should	
Option 4A.	Manual transm \$(E	ission in lieu of auto ACH) Deduct	matic transmission		
Option 4B. Towing Package: Manufacture's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin.  \$ (EACH)					
Option 4C.	Exterior color to	be Federal Standard	I #595B "Highway Y	′ellow" #13432.	



## OPTIONAL EQUIPMENT PRICES, Item # 4 - Continued

Delivery wil	I be made approximatel	ly	days after receip	ot of order.
% discount	off MSRP for all Data B	ook or Pricing Guide	e Options: - % Discount _	
your compa	ny would be willing to pure suggested Retail Price	<b>provide.</b> Please indic	g information for each ma cate below the percent (%) on the options available in your	discount off
Option 4G.	Power Window and Do \$ (EACH)	oor locks		
	8' bed in lieu of 6' bed \$ (EACH)			
	\$(EACH)			
Option 4E.	2 Factory cab steps. (c	one on Drivers Side,	one on Passenger side)	
Option 4D.	Alternate V8 gas engir \$ (EACH)		orsepower). HORSEPOWER	



	new standard equippe	ea <u>2007 or N</u>	EWEI /2 LOII 4 A 4, L	ALEHUEU CAD FICKUP ITUCK.	
	LE MAKES AND MO	DDELS:			
Standard Fo					
	nevrolet Silverado150	0/GMC Sierr	a		
	odge Ram 1500				
	d must contain the f				
			ler gas engine (Size_	Horsepower)	
_	utomatic transmission	1			
	r conditioning				
	1 & RH manual trailer	-type mirrors	3		
	pare tire and wheel				
	ubber floor mats				
	inimum GVWR 6,000				
	½' Bed		(450)		
	rakes 4-wheel anti-loo		stem (ABS)		
10. S	peed control and tilt v	vheel			
DEALER CO	MDI ETE IN DETAII	. I am hidd	ling		
DEALER CO	OMPLETE IN DETAI	<u>L.</u> Talli bido	iiig		
2007 (MAK	E) (MODEL	.)	GVWR	EACH \$	
2008 (MAK	(E) (MODEL	_)	_ GVWR	EACH \$	
			t as described in Item	n 5 delivered to any of the listed	
delivery dest	tinations (see page 3	4).			
	ODT	IONAL FOLI	IDMENT DDICES 14	4 7	
	<u>0P1</u>	IONAL EQU	IPMENT PRICES, It	<u>em # /</u>	
Indicate the	additional cost or (	deduction fo	or the below listed o	ptions. Prices should	
	required options and			phons. Trices should	
include an i	equired options and	a special eq	aipinent.		
Option 5A.	Manual transmissi	on in lieu of	automatic transmis	ssion.	
•					
	\$(EAC	H) Deduct.			
Option 5B.	Engine: Alternate	V- 8gasoline	e (state size and hor	sepower).	
	•				
	\$(EAC	:H) (Size	)	(Horsepower)	
Ontion FC	\$(EAC		- <u>-                                    </u>	(Horsepower)	
Option 5C.	\$(EAC	d Door Lock	- <u>-                                    </u>	(Horsepower)	
Option 5C.	\$(EAC	d Door Lock	- <u>-                                    </u>	(Horsepower)	
•	\$(EAC	d Door Lock H	S.		inc
•	\$(EAC Power Widows and \$(EAC Towing Package:	d Door Lock H Manufactur	s. e's Standard to incl	ude heavy duty charging, engi	ine
•	\$(EAC Power Widows and \$(EAC Towing Package:	d Door Lock H Manufactur on cooling,	s. e's Standard to incl Class III frame hitcl		ine



## OPTIONAL EQUIPMENT PRICES, Item # 5 - Continued

Delivery wil	l be made appr	oximately		_ days after receipt of	f order.
% discount	off MSRP for a	II Data Book or Pricing	Guide Option	s: - % Discount	
your compa	<b>ny would be w</b> rs Suggested R	parts list with detailed illing to provide. Pleas etail Prices (MSRP) for a	e indicate belov	w the percent (%) disco	ount off
	\$	(EACH)			
op.ion oo.	•		0.00, 0.10 0.11	accongor clas,	
Option 5G.	2 Factory cab	steps. (one on Drivers	Side. one on I	Passenger side)	
Option 5F.	Exterior color	to be Federal Standar (EACH)	d #595B "High	way Yellow" #13432.	
Option 5E.	\$ Foot Bed in \$				



Option 6B. Cloth Seat.

**Option 6D** 

\$\_\_\_\_\_(EACH)

\$\_\_\_\_\_(EACH)

Limited Slip Rear Axle. \$\_\_\_\_\_ (EACH)

		quippea 2007 or	Newer ½ Ion	4 X 2 Alternative Fu	<u>ei Regular Cab</u>
Pickup Truc					
		ND MODELS:			
Standard Fo					
		do 1500 Flexible	Fuel E-85		
	dge Ram1500				
All units bid	l must contair	n the following o	ptions:		
1. St	andard 4.7 mir	imum Flex Fuel (	Size	Horsepower	)
2. G\	/WR 6,000 lbs	Minimum	-		·
	3" - 6 1/2' Bed				
	itomatic transn				
	r conditioning	11001011			
		trailer-type mirro	ire		
	pare tire and wi		13		
	ubber floor mat				
			ADC)		
		braking system (	ADS).		
10. Sp	peed control ar	ia tiit wheel			
DEALER CO	MDI ETE IN E	NETAU . Lam bis	المائدة		
DEALER CO	DIVIPLE IE IN L	<u>DETAIL:</u> I am bio	ading		
2007 (MAK	E)(M	ODEL)	GVWR	EACH \$	
2008 (MVK	'E\	IODEL)	GVWP	EACH \$	
NET DELIVE	CDED DDICE (	or Ope (1) now u	GVVVIX	d in Item 6 delivered t	o any of the lister
		` '	riit as describe	a in item o delivered t	o any or the listed
delivery desi	inations (see p	age 34).			
		OPTIONAL EQ	IIIPMENT PR	ICES Item # 6	
		OI HONAL LA	OII WEIGHT I	IOLO, ItCIII # 0	
Indicate the	additional co	et or deduction	for the below	listed options. Price	os should
		ns and special e		iisted options. The	es silouiu
include all I	equired optio	no anu special e	quipilielli.		
Ontion 6A	Manual tran	smission in lieu	of automatic	tranemiesion	
Option 6A.		_(EACH) Deduct		u an 31111331011.	
	D	TEAGET) Dealign			

Option 6C. Exterior color to be Federal Standard #595B "Highway Yellow" #13432.



## OPTIONAL EQUIPMENT PRICES, Item # 6 - Continued

Delivery wil	l be made approximately	days after receipt of order.
% discount	off MSRP for all Data Book or Pricing (	Guide Options: - % Discount
your compa	iny would be willing to provide. Please rs Suggested Retail Prices (MSRP) for all	ricing information for each make/model indicate below the percent (%) discount off vehicle options available in your data book or
Option 6H	8' Bed in lieu of 6' \$ (EACH)	
Option 6G.	2 Factory cab steps. (one on Drivers S \$ (EACH)	side, one on Passenger side)
Option 6F		dard to include heavy duty charging, engine I frame hitch / receiver and 4 pin wiring
Option 6E.	Power Windows and Door Locks.  \$ (EACH)	



# <u>ITEM # 7</u> - New standard equipped <u>2007 or Newer ½ ton, 4 X 4 Alternative Fuel Regular Cab Pickup Truck.</u>

<b>ACCEPTABLE MAKES</b>	<b>AND MODELS:</b>
-------------------------	--------------------

Standard Ford F150

Standard Chevrolet Silverado 1500 Flexible Fuel E-85

Standard Dodge Ram 1500

## All units bid must contain the following options:

- 1. Minimum 4.7 L 8 cylinder Flexible Fuel engine (Size\_\_\_\_\_ Horsepower\_\_\_\_\_)
- 2. Automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Four (4) manufacture standard all season tires plus spare tire and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR 6,000 LB
- 8. 6' 3" 6 1/2' Bed
- 9 Brakes 4-wheel anti-lock braking system (ABS)
- 10 Speed control and tilt wheel
- 11 Auto Locking Hubs

## **DEALER COMPLETE IN DETAIL:** I am bidding

NET DELIVERED PRICE for One (1) new unit as described in Item 7 delivered to any of the listed delivery destinations (see page 34).

2007 (M	AKE)	_ (MODEL)	GVWR	EACH \$	
2008 (N	AKE)	_ (MODEL)	GVWR	EACH \$	_
				5, Item # 7 ed options, which should	
Option 7			ieu of automatic trans (MAKE)	smission. (MODEL)	_
	B. Power W \$	indow and Door (EACH)	Locks		
Option 7	_	color to be Fede (EACH	eral Standard #595B "	Highway Yellow" #13432.	
Option 7	oil, and t installed	•	oling, Class III frame I	include heavy duty chargi nitch / receiver and 4 pin v	· ·



# OPTIONAL EQUIPMENT PRICES, Item # 7 - Continued

Option 7E. 2 Factory cab steps. (one on Drivers Side, one on Passenger side)

Delivery wi	II be made app	roximately		days after	receipt of order.	
% discount	off MSRP for a	all Data Book or	Pricing Guide	Options: - % Disco	ount	
your compa	<b>any would be w</b> ers Suggested R	illing to provid	e. Please indic	g information for ea ate below the percer ble options available	nt (%) discount off	or
Option 7F	8 Foot bed in \$	lieu of 6 foot be (EACH)	ed			
	\$	(EACH)				



ITEM #8 - New standard equipped 2007 or N	ewer ½ Ton 4 X 2 E	xt. Cab Alternative Fuel Pickup.			
ACCEPTABLE MAKES AND MODELS:					
Standard Ford F150					
Standard Chevrolet Silverado 1500 Flexible Fu	ıel E-85				
Standard Dodge Ram 1500					
All units bid must contain the following opt	ions:				
<ol> <li>Standard minimum V8 4.7 L Gas Er</li> </ol>	ngine (Size	Horsepower)			
<ol><li>Automatic transmission</li></ol>					
<ol><li>Air conditioning</li></ol>					
<ol><li>LH &amp; RH manual trailer-type mirrors</li></ol>					
<ol><li>Four (4) manufacture standard all se</li></ol>	ason tires plus spare	e tire and wheel			
<ol><li>Rubber floor mats</li></ol>					
7. Minimum GVWR 6,000 LB					
8. 6'3" – 6 1/2'Bed					
<ol><li>Brakes 4-wheel anti-lock braking sys</li></ol>	tem (ABS)				
10 Speed control and tilt wheel					
<b>DEALER COMPLETE IN DETAIL:</b> I am bidd	ing				
2007 (MAKE) (MODEL)	GVWR	FACH \$			
( ( ( (					
2008 (MAKE) (MODEL)	<b>GVWR</b>	EACH \$			
NET DELIVERED PRICE for One (1) new unit	as described in Item	8 delivered to any of the listed			
delivery destinations (see page 34).					
	PMENT PRICES, Ite				
Indicate the additional cost or deduction fo	-	ptions, which should			
include all required options and special equ	uipment.				

Option 8A.	Manual transmission in lieu of automatic transmission.  \$ (EACH) (MAKE) (MODEL)
Option 8B.	Power Windows and Door Locks \$ (EACH)
Option 8C.	Towing Package: Manufacture's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch / receiver and 4 pin wiring installed plus wiring harness for 7 pin  \$ (EACH)
Option 8D.	Exterior color to be Federal Standard #595B "Highway Yellow" #13432.  \$ (EACH



## OPTIONAL EQUIPMENT PRICES, Item #8 - Continued

% discoun	t off MSRP for all Data Book or Pricing	Guide Options: - % Discount
your comp	ers Suggested Retail Prices (MSRP) for a	pricing information for each make/model indicate below the percent (%) discount off I vehicle options available in your data book or
Option 8F	8 Foot bed in lieu of 6 foot bed \$ (EACH)	
	\$ (EACH)	



		equipped <u>2007 or New</u> .ND MODELS:	er ½ Ton 4 X 4 E	xt. Cab Alternative Fuel Picku	<u>p</u>
Standard For		IND MODELS.			
Standard Chevrolet Silverado 1500 Flexible Fuel E-85					
Standard Do	dge Ram 150	0			
	•	n the following option	ns:		
2. Au 3. Air	<ol> <li>Standard minimum V8 4.7 Flexible Fuel Engine (Size Horsepower)</li> <li>Automatic transmission</li> <li>Air conditioning</li> <li>LH &amp; RH manual trailer-type mirrors</li> </ol>				
		cture standard all seas	on tires plus spar	e tire and wheel	
	bber floor ma		or moo pido opar	o mo ana missi	
7 Mii	nimum GVWF	R 6,000 LB			
8 Bra	akes 4-wheel	anti-lock braking syste	m (ABS)		
	/2' Bed				
10. Sp	eed control a	nd tilt wheel			
DEALER CO	MPLETE IN	DETAIL: I am bidding	1		
2007	(MAKE)	(MODEL)	GVWR	EACH \$	_
2008	(MAKE)	(MODEL)	GVWR	EACH \$	_
	RED PRICE inations (see	` '	described in Item	9 delivered to any of the listed	
		OPTIONAL EQUIPM ost or deduction for the special equipment.		em # 9 ptions. Prices should include	)
Option 9A.	Option 9A. Manual transmission in lieu of automatic transmission.  \$ (EACH) (MAKE) (MODEL)				
Option 9B.	Power Wind \$	ows and Door Locks _ (EACH)			
Option 9C.	oil, and tran	smission cooling, Class wiring harness for	ass III frame hitch	ude heavy duty charging, eng n / receiver and 4 pin wiring	ine
Option 9D.	Exterior col	or to be Federal Stan	dard #595B "Higl	nway Yellow" #13432.	

\_\_\_\_\_(EACH



# OPTIONAL EQUIPMENT PRICES, Item # 9 - Continued

Option 9E.	2 Factory ca \$	b steps. (one on D _ (EACH)	rivers Side, one o	n Passenger side)
Option 9F	8 Foot bed in	n lieu of 6 foot bed _(EACH)	I	
your compa	any would be a sers Suggested	willing to provide.	Please indicate be	rmation for each make/model low the percent (%) discount off ions available in your data book or
% discount	off MSRP for	all Data Book or F	Pricing Guide Optic	ons: - % Discount
Deliverv wil	ll be made apı	oroximately		days after receipt of order.



	Utility Vehicle 4 X 4.
ACCEPTABLE MAKES AND MODELS:	
Standard Ford Escape Standard Jeep Patriot and Jeep Compass	
All units bid must contain the following options:	
Standard, 2.0L 4 cylinder minimum Gas Engine	(Size Horsenower )
2. 4-speed automatic transmission	(CI20)
3. Air conditioning	
4. LH & RH mirrors	
5. Four manufactures all season tires plus compact	spare tire and wheel
6. Rubber floor mats	oparo ino ana mico
7. Brakes 4-wheel anti-lock braking system (ABS)	
8. Speed control and tilt wheel	
9. Auto Locking Hubs	
10 Wheelbase minimum 103"	
	(MODEL)
<u>DEALER COMPLETE IN DETAIL:</u> I am bidding (MAKE) NET DELIVERED PRICE for One (1) new unit as describe	d in Item 10 delivered to any of the listed
delivery destinations (see page 34).	•
2007 (MAKE) (MODEL)	EACH \$
2008 (MAKE) (MODEL)	EACH \$
OPTIONAL EQUIPMENT PRI	CES Item # 10
Indicate the additional cost or deduction for the below	
include all required options and special equipment.	nsted options: Trices should
include all required options and special equipment.	
Option 10A Towing Package: Manufacture's Standard	I to include heavy duty charging.
•	ito morado modry daty ondiging,
engine oii, ang transmission cooling. Cias	s III frame hitch / receiver and 4 pin
	s III frame hitch / receiver and 4 pin
wiring installed plus wiring harness for 7	
wiring installed plus wiring harness for 7   \$(EACH)	
wiring installed plus wiring harness for 7 ption 10B . Engine V-6 3.0 L Minimum	
wiring installed plus wiring harness for 7   \$(EACH)	
wiring installed plus wiring harness for 7 process. (EACH)  Option 10B . Engine V-6 3.0 L Minimum \$ (EACH)	
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks	
wiring installed plus wiring harness for 7 process. (EACH)  Option 10B . Engine V-6 3.0 L Minimum \$ (EACH)	
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks	oin .
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks   \$(EACH)  Please submit a complete parts list with detailed pricing	g information for each make/model
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks   \$(EACH)	g information for each make/model cate below the percent (%) discount off
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks   \$(EACH)  Please submit a complete parts list with detailed pricing your company would be willing to provide. Please indices	g information for each make/model cate below the percent (%) discount off
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks   \$(EACH)  Please submit a complete parts list with detailed pricing your company would be willing to provide. Please indicated Manufacturers Suggested Retail Prices (MSRP) for all vehicles.	g information for each make/model cate below the percent (%) discount off icle options available in your data book or
wiring installed plus wiring harness for 7 pt   \$(EACH)  Option 10B . Engine V-6 3.0 L Minimum   \$(EACH)  Option 10C. Power Windows and Door Locks   \$(EACH)  Please submit a complete parts list with detailed pricin your company would be willing to provide. Please indice Manufacturers Suggested Retail Prices (MSRP) for all veh pricing guides.  % discount off MSRP for all Data Book or Pricing Guides.	g information for each make/model cate below the percent (%) discount off icle options available in your data book or e Options: - % Discount
wiring installed plus wiring harness for 7 ps(EACH)  Option 10B . Engine V-6 3.0 L Minimum \$(EACH)  Option 10C. Power Windows and Door Locks \$(EACH)  Please submit a complete parts list with detailed pricing your company would be willing to provide. Please indice Manufacturers Suggested Retail Prices (MSRP) for all veh pricing guides.	g information for each make/model cate below the percent (%) discount off icle options available in your data book or e Options: - % Discount



# <u>ITEM # 11</u> - New standard equipped <u>2007 or Newer Sport Utility Vehicle 4 X 4</u>. <u>ACCEPTABLE MAKES AND MODELS:</u>

Standard Chevrolet Trailblazer, Standard GMC Envoy Standard Ford Explorer

		in the following option		enower )	
	<ol> <li>Standard minimum 4.0 L V6 gasoline engine (Size Horsepower)</li> <li>Automatic transmission</li> </ol>				
3. LH & RH manual trailer-type mirrors					
4. Four manufactures all season tires plus spare tire and wheel					
	Rubber floor ma				
		anti-lock braking system	n (ABS)		
	Speed control a	nd tilt wheel			
	Air Condition				
9	Wheelbase 113'	' Minimum			
DEALER	COMPLETE IN	DETAIL: I am bidding			
2007	(MAKE)	(MODEL)	EACH \$		
2008	(MAKF)	(MODEL)	EACH \$		
NET DELI	VERED PRICE	for One (1) new unit as	described in Item 11 delivered	to any of the listed	
	estinations (see	` ,		,	
			ENT PRICES, Item # 11		
		ost or deduction for the ons and special equip	ne below listed options. Pric ment.	es should	
Option 11	A Towing Pag	kage: Manufacture's	Standard to include heavy d	utv charging.	
-	_	_	ing, Class III frame hitch / re	J	
	wiring insta	lled plus wiring harne		•	
	\$	(EACH)			
Option 11		lows and Door Locks			
	\$	_ (EACH)			
Please su	ibmit a comple	te parts list with detail	ed pricing information for ea	nch make/model	
			ease indicate below the percer		
			or all vehicle options available		
pricing gu	ides.			•	
% discou	nt off MSRP fo	r all Data Book or Pric	ing Guide Options: - % Disco	ount	
			<b>3</b>	-	
Delivery v	will be made ap	proximately	days after	receipt of order.	



Chevrolet Uplander,

**ACCEPTABLE MAKES AND MODELS:** 

Item #12- New standard equipped 2007 or Newer 7 Passenger Extn. Mini-Van Alternative Fuel

Dodge Grand Caravan  All units bid must contain the following options:  1. Standard minimum 3.3 L 6 cylinder Flex Fuel E-85 engine (SizeHP)  2. Automatic transmission  3. Factory installed front and rear heat/air conditioning  4. LH & RH mirrors  5 Manufactures all season tires plus spare tire and wheel  6 Rubber floor mats  7 4 wheel anti-lock braking system (ABS)  8 Speed control and tilt wheel				
	neelbase 119" Mii COMPLETE IN I	DETAIL: I am bidding		
			EACH \$	
	(MAKE) IVERED PRICE f lestinations (see p	page 34).	EACH \$escribed in Item #12 delivered to any	y of the listed
		OPTIONAL EQUIPMEN	NT PRICES, Item # 12	
			below listed options. Prices shou	uld
include a	all required optio	ost or deduction for the ons and special equipmo	below listed options. Prices shouent.	uld
include a	all required option  2A. Power windo  \$  2B. Towing Pacle oil ar	ost or deduction for the ons and special equipments and power door located (EACH)  kage: Manufacturer's stand transmission coolingus wiring harness for 7	below listed options. Prices showent.  ks.  andard to include heavy duty cha g, Class III frame hitch and 4 pin w	rging,
include a	all required option  2A. Power windo  \$  2B. Towing Pacle oil are installed plu	ost or deduction for the ons and special equipments and power door located (EACH)  kage: Manufacturer's stand transmission coolingus wiring harness for 7 (EACH)	below listed options. Prices showent.  ks.  andard to include heavy duty cha g, Class III frame hitch and 4 pin w	rging,
include a Option 1	2A. Power windo  2A. Power windo  2B. Towing Pacl engine oil ar installed plu  2C. Privacy Glas	ost or deduction for the ons and special equipment ows and power door located (EACH)  kage: Manufacturer's stand transmission coolingus wiring harness for 7 and (EACH)  ss _ (EACH)  ear Window, Electric	below listed options. Prices showent.  ks.  andard to include heavy duty cha g, Class III frame hitch and 4 pin w	rging,



# OPTIONAL EQUIPMENT PRICES, Item # 12 - continued

Please submit a complete parts list with detailed prici	ng information for each make/model
your company would be willing to provide. Please ind	icate below the percent (%) discount off
Manufacturers Suggested Retail Prices (MSRP) for all vel	nicle options available in your data book or
pricing guides.	
% discount off MSRP for all Data Book or Pricing Guid	de Options: - % Discount
Delivery will be made approximately	days after receipt of order.



ITEM # 13 - New standard equippe		4-Door Sedan, Alternative Fuel.
ACCEPTABLE MAKES AND MOI Standard Chrysler Sebring	DELS:	
All units bid must contain the fo	llowing options:	
<ol> <li>Standard, minimum V6 2</li> <li>Automatic Transmission</li> <li>Air conditioning</li> <li>LH &amp; RH mirrors</li> </ol>	2.7 L flex-fuel engine(Size	Horsepower)
<ul> <li>5 Manufacture Standard a</li> <li>6 Rubber floor mats</li> <li>7 ABS Brakes 4 Wheel</li> <li>8 Brakes, Hydraulic powel</li> <li>9 Speed control and tilt wh</li> </ul>		e and wheel
DEALER COMPLETE IN DETAIL	<u>:</u> I am bidding	
2007 (MAKE)	(MODEL)	EACH \$
2008 (MAKE) NET DELIVERED PRICE for One delivery destinations (see page 34		EACH \$ Item #13 delivered to any of the listed
OPTIO	DNAL EQUIPMENT PRICES	, Item # 13
Indicate the additional cost or de include all required options and		ed options, which should
Option 13A Power windows and \$ (EACH		
Option 13B. Defroster Rear Wind \$(EA		
Please submit a complete parts your company would be willing		formation for each make/model below the percent (%) discount off
Manufacturers Suggested Retail P pricing guides.	rices (MSRP) for all vehicle o	options available in your data book or
% discount off MSRP for all Data	a Book or Pricing Guide Op	otions: - % Discount
Delivery will be made approxima	atelv	days after receipt of order.



# <u>ITEM # 14</u> - New standard equipped <u>2007 or Newer Full Size 4-Door Sedan, Alternative Fuel</u>. <u>ACCEPTABLE MAKES AND MODELS:</u>

Standard Chevrolet Impala

## All units bid must contain the following options:

- 1. 3.0 Liter 6, cylinder minimum flex fuel E-85 and gas engine.
- 2. Automatic, Transmission
- 3. Air conditioning
- 4. Manufacture standard all season tires plus spare tire and wheel
- 5 Rubber floor mats front and rear
- 6 Brakes, Power 4-Wheel ABS
- 7. 8 Speed control and tilt wheel

DEALER COMPLETE IN DETAIL: I am bidding
2007 (MAKE) (MODEL) EACH \$
NET DELIVERED PRICE for One (1) new unit as described in Item #14 delivered to any of the listed delivery destinations (see page 34).
EACH \$ OPTIONAL EQUIPMENT PRICES, Item # 14
Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.
Option 14A . Power Windows and Door Locks \$ (EACH)
Option 14B. Defroster, Rear Window Electric \$ (EACH)
Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.
% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount
Delivery will be made approximately days after receipt of order.



## **Purchasing Coop Form**

#### 3-060908

## NOTICE \* \* \* \* NOTICE \* \* \* \* NOTICE

The department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment that meets Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer equipment for sale to these local political entities at the same bid price offered to this department.

It is understood the department will not issue purchase orders, accept delivery nor make payment for vehicles ordered by any of these agencies. It is further understood the price is based on the unit meeting the department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Date

(Each vendor should complete the appropriate sections of this form and submit with their bid.)



**NOTE:** For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING"

PRODUCTS" must be either attached to the bid or on file in this office and must be

dated in the current model year.

NOTE: The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT"

certificates of compliance must be completed and submitted with your bid for it to be

considered responsive.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.

BIDS TO BE MAILED TO:	FIRM
Missouri Department of Transportation General Services - Fleet P.O. Box 270	STREET
1320 Creek Trail Drive	CITY
Jefferson City, Missouri 65102  Clearly marked	CITY
Bid Request No. 3-060908	STATEZIP
	TELEPHONE
	SIGNATURE
	PRINT NAME
	E-MAIL
	FEIN#

and



## PREFERENCE IN PURCHASING PRODUCTS

DATE:		
The bidders attentio individuals when letting cont	on is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, tracts or purchasing products.	firms,
Bids/Quotations rec	eived will be evaluated on the basis of this legislation.	
All vendors submit	tting a bid/quotation must furnish <u>ALL</u> information requested below.	
FOR COR	RPORATIONS:	
St	rate in which incorporated:	
FOR OTH	IERS:	
St	rate of domicile:	
FOR ALL	VENDORS:	
Li	ist address of Missouri offices or places of business:	
	THIS SECTION MUST BE COMPLETED AND SIGNED:	
FIRM NAME:		
ADDRESS:		
CITY:	STATE:ZIP:	
BY (signature required): _		
Federal Tax I.D. #: _	if no Federal Tax I.D. # - list Social Security #:	

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

L	]		products specified in the attached bid which the bidder proposes to supply to the State shall be produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
[	]		f any particular goods or products specified in the attached bid is manufactured or produced in the s defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
[	]	not manufactured left; (b) list below manufactured or p	e goods or products specified in the attached bid which the bidder proposes to supply to the State are or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at to, by item (or item number), the country other than the United States where each good or product is produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the ms (or item numbers) in the spaces provided.
It	em (e	or item number)	Location Where Item Manufactured or Produced
			(attach an additional sheet if necessary)
[	]		(attach an additional sheet if necessary)  ceified goods or products cannot be manufactured or produced in the United States in sufficient me to me the contract specifications. Items (or item numbers):
[	]	quantities or in tir	ecified goods or products cannot be manufactured or produced in the United States in sufficient



## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT CONTINUED

#### **CERTIFICATION**

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.



## All prices must include completed delivery to any of the below listed delivery destinations.

Missouri Department of Transportation District 1 Garage 3602 N. Belt Highway St. Joseph, Missouri 64502 General Services Manager, **Mike Prussman** 816-387-2446

Missouri Department of Transportation District 2 Garage 902 N. Missouri St. Macon, Missouri 63552 General Services Manager, **Joey Hinton** 660-385-8240

Missouri Department of Transportation District 3 Garage Highway 61 South Hannibal, Missouri 63401 General Services Manager, **Darrell Barnes** 573-248-2590

Missouri Department of Transportation District 4 Garage 2050 N.E. Independence. Lee Summit Missouri 64064 General Services Manager, Cindy Beebe 816-622-0053

Missouri Department of Transportation District 5 Garage 1511 Missouri Blvd Jefferson City, Missouri 65101 General Services Manager, **Coleen Welter** 573-751-3660

Missouri Department of Transportation General Services Complex 830 MoDOT Drive Jefferson City, Missouri 65101 Mechanic Supervisor, **Terry Redel** 573-751-8752 Missouri Department of Transportation District 6 Garage 2309 Barrett Station Rd. Ballwin, Missouri 63021 General Services Manager, **Robert Zahner** 314-301-1422

Missouri Department of Transportation District 7 Garage 3901 East 32<sup>nd</sup> Street Joplin, Missouri 64804 General Services Manager, **John Sinclair** 417-629-3220

Missouri Department of Transportation District 8 Garage 3025 E. Kearney Springfield, Missouri 65804 General Services Manager, **Brad Leonard** 417-895-7700

Missouri Department of Transportation District 9 Garage U.S. Rt. 63 N. Willow Springs, Missouri 65587 General Services Manager, **Melvin Rodgers** 417-469-6251

Missouri Department of Transportation District 10 Garage 201 N. Main Sikeston, Missouri 63801 General Services Manager, **Ronald Miller** 573-472-5318

#### Missouri Highways and Transportation Commission

### Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

#### STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### **GENERAL TERMS AND CONDITIONS**

### General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### **Deliveries**

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery, Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

## Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by

Page 35 of 38 Accepted: 9/29/03 Updated: 11/10/05

# <u>Missouri Highways and Transportation Commission</u> Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- The MHTC reserves the right to purchase goods and services using the state purchasing card.

#### **Applicable Laws and Regulations**

- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority

Certificate from the Secretary of State of the State of Missouri.

- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors <u>providing services</u> within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - If attached, the document entitled <u>"PREFERENCE IN PURCHASING PRODUCTS"</u> should be completed and returned with the solicitation documents.
  - If attached, the document entitled <u>"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"</u> should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more
- In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

### Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of

Page 36 of 38 Accepted: 9/29/03 Updated: 11/10/05

# <u>Missouri Highways and Transportation Commission</u> Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

cancellation sent to the Contractor.

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

### Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

### Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

## Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### Status of Independent Contractor

a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee

Page 37 of 38 Accepted: 9/29/03 Updated: 11/10/05 insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

## Indemnification

- The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

## Missouri Highways and Transportation Commission

## Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

#### SPECIAL TERMS AND CONDITIONS

#### <u>Insurance</u>

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - Public Liability (includes property damage and personal injury):
    - Not less than \$400,000 for any one person in a single accident or occurrence.
    - Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - Builder's Risk: Not less than the full Contract amount.

#### Required Specifications

 All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

#### Information and Reports

- Submit descriptive literature and specifications showing exact equipment you propose to furnish.
- A complete list or catalog describing all available training materials related to the items you are bidding must be included in your bid.

#### Award

This is a <u>Multiple Award bid</u> and there will be <u>no</u> 'one' bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the Lowest and Best Bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of light duty vehicles. This bid will <u>not</u> be awarded solely based on low price per delivery destination. Units must be delivered to the listed delivery destinations but they will have to be serviced at other locations within the district

## <u> Delivery – Additional Requirements</u>

a. NET DELIVERED FIRM PRICE is construed to be delivered

Page 38 of 38 Accepted: 9/29/03 Updated: 11/10/05 complete and ready for use to the delivery destination, then tested and placed in service with detailed instructions and minimum one day initial training of Department personnel at any other Department facility, plus a one day follow up training with Department personnel per district. Dealer will contact the district to schedule the training classes. The district will have the latitude to schedule the training day that is best for their needs but will be required to give the dealers a three (3) week notice of their requested training dates.

## **Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

#### **Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of one-hundred dollars (\$100.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.